OFFICE OF THE DIRECTOR OF STORES PURCHASE DEPARTMENT, No. 18, CUBBON ROAD, BANGALORE-1.

Dated 14th November 1975.

To

M/s. General Equipment Merchants Ltd.,
2/90 Connaught Circus,
New Delhi- 110001.

Gentlemen,

Sub :—Local Indent No. P2/RC/99 November 1975 Supply of Refrigerators on R/c basis Enquiry No. P2 RC/80 July 1975.

Ref :—Your quotation No. BG-116/S dated 25th August 1975.

No. SPD/P2/CR/44/75-76. The Stores purchase Department have been pleased to accept your above quotation for the supply of Refrigerators described in the undermentioned schedule at the prices and the terms of delivery etc. specified therein. Please arrange to supply them on indents received from the indentors mentioned below from time to time. The supplies will be drawn by the consignees from your authorised local dealer, M/s. Bajaj Distributors, 19 K.H. Road (Double Road) Shantinagar, Bangalore 27.

1 The contract will be in force for a period of six months from the date of this order. This contract shall hold good throughout the contract period and the prices accepted are firm and no enhancement in price will be allowed under any circumstances during the period of the contract.

2 This contract shall be deemed to be limited to only such numbers as may be drawn during the period of contract.

3 The articles will be required to be delivered on the indents from the departments of the destinations to be specified by them as per the delivery terms indicated in the schedule, in exact conformity to the specifications otherwise they will be rejected at your entire risk.

4 Failure to make supply whether of a portion of the material of the entire quantity as per the terms of the indent for non-performance of supply in time or regularly or supplying materials which do not conform to the specifications, quality prescribed, or as per approved or which is found defective in any other way for breach of any of the conditions stipulated will entail enforcement of one or more of the following :—

a) Cancellation of the indent of order in part or in whole.,
b) Imposition of penalty at the rate specified in the indent or if no such rate is specified at a sum not exceeding 3% of the value of the order, at the descretion of the Director, Stores Purchase Department.
c) Forfeiture or adjustment of Earnest Money or/and Security Depoisit in whole or to the extent necessary as considered fit by the Director, Stores Purchase Department.
d) Recovery of extra cost, if any, incurred by the Department in securing the material from other sources, by adjustments, from money due to the defaulter or otherwise.

5 Whatever may be the conditions of the Sales specified or indicated in the tender quotations, it is only the conditions indicated in the schedule of order and in the tender notification that will bind the Stores Purchase Department or the Indenting Department, and if any successful tenderer wishes that some other conditions quoted by him should also be accepted, he should specifically raise the issue as soon as the schedule of orders reach him and get the same accepted or clarified.

6 Each article shall bear manufacturer's Trade Mark or other distinguishing marks in addition to the particulars of make in the Indent with a certificate from manufacturer that the tenderers is his authorised Agent.

7 The bills of cost should be sent in triplicate to the respective Indenting Officers who will arrange payment.

8 Both the supplies and the Indentors should submit the statement (as per annexure given below) to the Stores Purchase Department on 10th of each month. The contractor should submit a Nil report if there are no transaction to report and the supplier should also submit the above statement to the Indentors also.

9 No enhancement of rates can be granted on any account during the period of contract unless stated otherwise in the schedule.

10 No application for assistance to get quota of raw materials will be entertained. Tenderers should make their own arrangements to secure the same and to supply the goods.

11 You should replace all damaged or defective supplies due to defective packing, forwarding or handling in transit by the carriers as the case may be within 15 days of receiving such a report from the indentors.

12 The above condition and other General conditions of the enquiry should be strictly adhered to.

13 It is open to Stores Purchase Department to include in the Rate contract subsequently other firms who had already participated but whose offer have not been finalised.

14 The stores Purchase Department shall have the right to renew the currency of the contract for further period.

15 In terms of the General conditions of the contract the time for and the date of delivery of the stores stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed not later than the date specified therein. Extensions will not be given except in exceptional circumstances and in any case the stores tendered after the delivery period stipulated in the contract will not be accepted unless an extension has been applied for and secured.

16 A monthly statement as per specimen enclosed should be furnished regarding supplies made.

V. RAGHURAMA KAMATH, For *Director, S.P.D.*